

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION**

JOAN LINTON, SHARON LINTON, )  
JAMES LINTON, FRANKLIN LINTON III, )  
DIRK LINTON, DANIEL LINTON, )  
CHRISTINA LYNN, JASON LINTON, and )  
MICHELLE MESERAULL, as surviving )  
heirs of FRANKLIN LINTON, JR., )  
Deceased, )

Plaintiffs, )

v. )

OWENS-ILLINOIS, INC. (sued individually )  
and as successor-in-interest to OWENS )  
ILLINOIS GLASS COMPANY), et al )

Defendants. )

Case No. 4:12-cv-00960-AGF

Judge Audrey G. Fleissig

**APPLICATION FOR APPROVAL OF WRONGFUL DEATH SETTLEMENT**

COMES NOW, Plaintiffs, Joan Linton, et al, by and through undersigned counsel, and pursuant to the wrongful death statute and states to the Court as follows:

1. This action is being brought by Plaintiff pursuant to R.S.Mo. Section 537.080 for the wrongful death of Franklin Linton Jr.
2. Franklin Linton Jr. was a resident of Missouri at the time of his death.
3. Franklin Linton Jr. was married to Joan Linton at the time his death.
4. At the time of his death, Franklin Linton had eight children, Sharon Linton, James Linton, Franklin Linton, Dirk Linton, Daniel Linton, Christina Lynn, Jason Linton, Michelle Meseraull, and was not survived by his natural parents.
5. Sharon Linton, James Linton, Franklin Linton, Dirk Linton, Daniel Linton,

Christina Lynn, Jason Linton, and Michelle Meseraull shall hereinafter be collectively referred to as "Claimants."

6. Medicare holds a lien in this case and the final amount has yet to be determined.

7. Neither Plaintiff nor Defendants are aware of any other individuals who may have an interest in the outcome of this litigation.

8. Mr. Linton worked for Defendants for thirty years. Throughout his employment, Mr. Linton came into repeated contact with large amounts of benzene. As a result, he developed Acute Myelogenous Leukemia ("AML"). The disease claimed his life in April 2010.

9. Based upon the facts and circumstances of this case, Plaintiffs and their attorneys have agreed upon a confidential settlement in this matter.

10. Plaintiffs entered into a contingency fee agreement with their attorneys, Gori, Julian & Associates, P.C. and Simon Greenstone Panatier Bartlett, P.C.

11. That agreement also provides for the payment of the reasonable and necessary expenses incurred during the prosecution of this case.

12. Medicare holds a lien in this case and the final amount has yet to be determined.

13. There are no other liens or other claims against such settlement.

12. After the payment of attorney's fees, costs and expenses related to the prosecution of this Benzene related lawsuit, the net proceeds of this settlement shall be allotted in a fair and reasonable matter, as determined by Plaintiffs.

13. Claimants believe and submit that said offer of compromise is reasonable and appropriate, and further, that acceptance and approval of the proposed settlement is in the best interest of those entitled to share in the recovery of this cause.

WHEREFORE, Petitioner respectfully moves this Court to enter its order under R.S.Mo.

Section 537.095 approving the compromised settlement and to enter its order for Defendants to issue payment payable to Claimants, and for this Court to enter its order declaring that all other persons have waived their right to recover in this proceeding, and for such other and further relief as this Court deems necessary and just.

Dated: 2/24/14

Respectfully submitted,

GORI, JULIAN & ASSOCIATES, P.C.

By: /s/ D. Todd Mathews

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*Attorneys for the Plaintiffs*

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the foregoing was mailed postage pre-paid on this \_\_\_\_\_ day of \_\_\_\_\_, 2014 to:

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